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BRENTON BULRICE

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BRENTON BULRICE;

Plaintiff,

vs.

CITY OF BANNING; A Public Entity;
and DOES 1 THROUGH 10
INCLUSIVE;

Defendants.

Case No.:

**COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF
BASED ON VIOLATIONS OF:**

Uniformed Services Employment and
Reemployment Rights Act
("USERRA"), 38 U.S.C. §§ 4301-
4333

DEMAND FOR JURY TRIAL
F.R. Civ. P. Rule 38
C.D. Cal. Local Rule 38-1

**(Exempt from Filing Fee Pursuant
to 38 U.S.C. § 4323(h)(1))**

COMES NOW, BRENTON BULRICE who demands a jury trial and seeks
damages and equitable and injunctive relief against DEFENDANT CITY OF
BANNING.

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3 **I. PREFATORY**

4 1. This is an action for damages and injunctive relief for violations of the
5 rights of PLAINTIFF BRENTON BULRICE (“PLAINTIFF”). Defendant, CITY
6 OF BANNING (“DEFENDANT”) has willfully violated the Uniformed Services
7 Employment and Reemployment Rights Act (“USERRA”), 38 U.S.C. §4301 *et. seq.*

8 **II. JURISDICTION AND VENUE**

9 2. PLAINTIFF’s action is authorized by 38 U.S.C. §4301 *et. seq.* which
10 allows redress for the deprivation of rights against members of the armed forces.

11 3. Jurisdiction is conferred on this Court by 28 U.S.C. §1343(4) which
12 provides for the protection of civil rights of members and veterans of the armed
13 forces. Jurisdiction is also conferred on this Court by 38 U.S.C. 4323(b).

14 4. Venue is proper in the Central District of California because the wrongs
15 alleged herein occurred within the City of Banning, in Riverside County, which is
16 located within the Central District of California.

17 **III. PARTIES**

18
19 5. PLAINTIFF was at all times relevant to the allegations contained
20 herein, a resident of Riverside County, State of California. PLAINTIFF’s home
21 address is confidential pursuant to California Penal Code §§146e and 832.7, and
22 California Vehicle Code §1808.4(a)(11).

23 6. Defendant CITY OF BANNING is a duly enacted municipality
24 organized and existing under the laws of the State of California and is wholly
25 situated in the County of Riverside. The Banning Police Department (“BPD”) is an
26 operating Department, Agency, and/or Office of DEFENDANT.

27 7. PLAINTIFF, at all times relevant to the allegations contained herein,
28 was employed by the CITY OF BANNING as a police officer with the BPD.

1 8. Defendants DOES 1 through 10 are unknown or unidentified at this
2 time, but are employees of CITY OF BANNING. Upon information and belief,
3 PLAINTIFF alleges that each DOE is in some manner responsible for the wrongs
4 alleged herein, and that each such DEFENDANT advised, encouraged, participated
5 in, ratified, directed, or conspired to do, the wrongful acts alleged herein. When the
6 true names and capacities of said DEFENDANTS become known to PLAINTIFF,
7 PLAINTIFF will seek relief to amend this Complaint to show the true identities of
8 each said DOE in place of their fictitious names as DOES 1 through 10.

9 9. DEFENDANTS, and DOES 1 Through 10, were the agent, employee
10 and servant of every other Defendant and each Defendant alleged herein acted in the
11 course and scope of said agency, service and employment at all relevant times.

12 10. There is no administrative exhaustion requirement under USERRA. 38
13 U.S.C. §4323 (a)(2)(A).

14 **IV. FACTS COMMON TO ALL COUNTS**

15 11. PLAINTIFF is employed by the CITY OF BANNING as a police
16 officer. PLAINTIFF is and has been an active duty member of the United States
17 Army Reserves at all relevant periods concurrent with his employment and military
18 leaves at the CITY OF BANNING.

19 12. PLAINTIFF first Joined the United States Army on or about July 4,
20 2001. PLAINTIFF's first deployment was to Korea in or about 2001 at which time
21 PLAINTIFF had achieved the rank of E3. PLAINTIFF had three more deployments
22 to Iraq and Afghanistan. PLAINTIFF was promoted to Sergeant in or around 2004
23 and later promoted to Staff Sergeant in or about November of 2006.

24 13. PLAINTIFF is currently a Staff Sergeant in the United States Army
25 reserves, a Uniformed Service.

26 14. PLAINTIFF'S most recent deployment was to Afghanistan in 2012.
27 Not long after his return, he enrolled in the police academy in March of 2013.
28

1 Shortly after finishing the police academy, PLAINTIFF was hired by DEFENDANT
2 as a police officer with BPD in or about September 2013. PLAINTIFF was a
3 reservist in the Army when he began his employment with the CITY, and he has
4 remained one during the entirety of his employment with the CITY.

5 15. A police officer like PLAINTIFF who possesses military training and
6 leadership experience is a valuable asset to the community he serves. However,
7 early on in PLAINTIFF's career, it became apparent that his military experience and
8 continuing reserve obligations were negatively viewed by influential and high
9 ranking members of the BPD. PLAINTIFF is informed and believes and thereon
10 alleges that he was targeted for and subjected to adverse action based in substantial
11 part on biased negative stereotypes and perceptions regarding military personnel and
12 his continuing reserve obligations.

13 16. Soon after being hired, a Banning Police Department Sergeant told
14 PLAINTIFF, "you don't know anything," "being in the military means nothing," "I
15 (the Sergeant) don't want to hear about military." This same Sergeant told
16 PLAINTIFF that in light of his continuing reserve obligations, he was "lucky to have
17 a job."

18 17. PLAINTIFF reported these statements to his watch commander.
19 PLAINTIFF's watch commander wrote a memo regarding PLAINTIFF's complaint
20 and forwarded it to Department administration. The memorandum eventually
21 landed on the desk of Lieutenant Phillip Holder. PLAINTIFF is informed and
22 believes and thereon alleges that Holder took no action. A year and a half later,
23 PLAINTIFF was assigned to the team of the Sergeant who had made these anti-
24 military remarks.
25

26 18. PLAINTIFF, as an Army Reservist, is required to attend weekend
27 training at least once a month and active duty training for at least two contiguous
28 weeks each year.

1 19. PLAINTIFF was not given reasonable accommodation to take military
2 leave. In fact, he was at times dissuaded and prevented from taking military leave,
3 and at other times punished by Defendant for taking military leave.

4 20. PLAINTIFF has provided advance notice of all military leaves of
5 absence he has taken from the BANNING POLICE DEPARTMENT, and the timing
6 of such notice was always reasonable under the circumstances.

7 21. It is mandatory that all Banning Police Officers complete a one-year
8 probationary period with the BPD. Prior to completing probation, an officer can be
9 released without cause. PLAINTIFF was scheduled to complete his probationary
10 period in September of 2014.

11 22. From September 2013, in or about the time of PLAINTIFF's hire, to
12 February of 2014, BPD administrators told PLAINTIFF that in order to be granted
13 leave to participate in his monthly mandatory military battle assemblies and tactical
14 training, PLAINTIFF was required to find his own replacement to cover his shifts.
15 PLAINTIFF at times could not find coverage for his shift. PLAINTIFF was also
16 told by DEFENDANT that taking military leaves of absence would extend his
17 probation and his field training period, when similar non-military leaves did not have
18 the same effect. And he was further informed that if he took military leave he would
19 be required to use paid time off (PTO) or other accrued time for the period of his
20 absence. Unable to find coverage, fearing retaliation and knowing that he could be
21 easily released from probation, PLAINTIFF jeopardized his standing in the military
22 by not performing required Army service when it conflicted with his civilian job.
23 This cost PLAINTIFF pay and opportunities for advancement within the military.

24 23. Beginning in or about February of 2014, the Department changed its
25 policy regarding military leaves, although it remained out of compliance with
26 USERRA. PLAINTIFF was no longer required to find coverage for his shifts to take
27 military leave, however, he was still *required* to burn PTO, Compensatory Time,
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1 holiday leave, or other accrued time while he was on military leave. PLAINTIFF
2 was not given the *option* to use his accrued hours, in accordance with the law, he
3 was forced to burn his time. Between February 2014 and January of 2016,
4 PLAINTIFF is informed and believes and thereon alleges that he was forced to burn
5 hours of accrued time while on military leaves of absence, hours that he would have
6 not used but for Defendant's illegal policy.

7 24. In or around April of 2015, Lieutenant Holder told PLAINTIFF that he
8 was required to "flex" his Department work schedule when it conflicted with his
9 military drill weekends. The Department required PLAINTIFF to maintain 84 hours
10 in the pay period, comprised of either hours worked or use of accrued time. This
11 meant that PLAINTIFF was required to work additional non-scheduled work days
12 in pay periods during which he missed work due to military leave. In short,
13 PLAINTIFF was required to "make up" hours of work missed while he was on
14 protected leave. PLAINTIFF is informed and believes and thereon alleges that other
15 employees on comparable leaves of absence are not required to make up hours
16 during a pay period for time missed while on leave. PLAINTIFF would not have
17 worked multiple flextime "makeup" shifts voluntary in the absence of
18 DEFENDANT's illegal policy.
19

20 25. It was not until in or around January of 2016 that DEFENDANT began
21 providing 15 days of paid military leave.

22 26. Anti-military or anti-military reservist sentiments are routinely
23 expressed within the BPD. In or around March of 2015 Sergeant Fisher openly made
24 a statement to the following effect: "I don't know why the City of Banning would
25 hire a reservist, because your weekend drills take away too much time from the
26 agency." Other leaders within the Department have expressed similar anti-military
27 sentiments.
28

1 27. PLAINTIFF was scheduled to complete his probationary period in
2 September of 2014, however, his probationary period was extended until in or
3 around April of 2015. PLAINTIFF is informed and believes and thereon alleges
4 that the extension of his probation was motivated by antimilitary reservist
5 sentiment and stereotypes, and in retaliation for his legally protected military
6 leaves.

7 28. PLAINTIFF is informed and believes and thereon alleges that the
8 Department cited false and pretextual reasons for PLAINTIFF's probation
9 extension. For instance, while on scene at a house with the gang task force to
10 serve a warrant, PLAINTIFF conducted a routine vehicle search. The vehicle was
11 cluttered with items, including a fish tank that was also full of miscellaneous items.
12 PLAINTIFF moved the tank onto a flat surface so that he could conduct a better
13 search. Inside the fish tank he found, based on his military and law enforcement
14 training, what appeared to be an MK 2 pineapple grenade, with the pin intact. The
15 grenade was obscured from view underneath other items in the tank. PLAINTIFF
16 could not have known a grenade was in the tank before moving it, and the purpose
17 of the search would not have put a reasonable officer on notice of the possible
18 presence of explosives. PLAINTIFF did not handle the grenade. He immediately
19 stepped away from the tank. Correctly treating the situation as if the grenade was
20 real and live, PLAINTIFF reported it to his commanding officers and assisted in
21 clearing the scene while the Explosive Ordinance Disposal (EOD) technicians
22 were called.
23

24 29. The EOD team safely destroyed the grenade. PLAINTIFF received
25 praise from his colleagues and supervisors, and while on scene PLAINTIFF heard
26 nothing further about it. However, sometime later, this incident was cited by
27 Lieutenant Holder as a key reason for extending PLAINTIFF's probation.
28 PLAINTIFF was written up for moving the fish tank because there was a grenade

1 in it. But again, PLAINTIFF could not have known that there was a grenade in the
2 fish tank until he searched it, and the tank could not have been safely searched
3 while it sat inside the vehicle under the circumstances. This write-up, along with
4 two minor instances in which PLAINTIFF was late to work after switching from
5 nightshift to dayshift, were cited as reasons for the probation extension. Other
6 non-military reservists had been late to work as much if not more than
7 PLAINTIFF, but were not extended on probation or otherwise subjected to adverse
8 action.

9 30. Based on information and belief, PLAINTIFF additionally alleges that
10 he has also been denied training opportunities afforded to other probationers and
11 lower seniority permanent officers, in substantial part based on his military status
12 and reserve obligations.

13 31. PLAINTIFF is further informed and believes and thereon alleges that
14 he has been denied special assignments in substantial part based on his military
15 status and reserve obligations. PLAINTIFF applied to be a detective with the gang
16 task force in or around April or May of 2016. PLAINTIFF is informed and
17 believes that an officer with less qualifications for the position was selected in
18 substantial part based on PLAINTIFF's military status and ongoing reserve
19 obligations.
20

21 32. PLAINTIFF is informed and believes and thereon alleges that
22 Lieutenant Holder was delegated final decision making authority, and/or his
23 recommendations were given great weight by those who maintained final decision
24 making authority, over PLAINTIFF's probation extension and special assignment
25 denial. PLAINTIFF is further informed and believes and thereon alleges that
26 Holder harbors bias towards PLAINTIFF based on his military reserve obligations
27 and military service. Holder exhibited that bias when he, in or about early 2017,
28 informed PLAINTIFF's military commander that the Department was having a lot

1 of “problems” with PLAINTIFF, that PLAINTIFF was “lucky to have a job in law
2 enforcement due to his Military deployments.” Holder further told PLAINTIFF’s
3 military commanding officer that PLAINTIFF had “PTSD” (Post-Traumatic Stress
4 Disorder) as a result of his previous combat tours. PLAINTIFF does not have
5 PTSD. The comments were unsolicited, untrue, and unrelated to Holder’s
6 ostensible purpose for speaking with PLAINTIFF’s military commander. Holder’s
7 comments, in the context in which they were made, appeared intended to harm
8 PLAINTIFF’s standing in the military, as Holder was suggesting there were
9 questions about PLAINTIFF’s mental stability and fitness to serve.

10 33. PLAINTIFF is informed and believes and thereon alleges that Holder
11 is not a psychologist, psychiatrist, medical doctor, or in any other way qualified to
12 diagnose PLAINTIFF, or anyone else, with PTSD. Moreover, a reasonable person
13 would know that PTSD carries with it a stigma that would potentially be harmful
14 to PLAINTIFF’s military and civilian careers. Holder’s assumption that all
15 persons who have honorably served this country in combat suffer from PTSD is
16 offensive to those actually dealing with this potentially debilitating condition and
17 to those servicemembers who are not, like PLAINTIFF.

18 34. Holder similarly insinuated to one of PLAINTIFF’s military
19 subordinates that he had PTSD or some other mental health issue, asking if the
20 Sergeant had “ever seen anything in PLAINTIFF’s actions or attitude that would
21 make him think PLAINTIFF had mental instability issues or PTSD”
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23 35. Holder has further exhibited disdain for PLAINTIFF’s reserve
24 obligations by deriding PLAINTIFF to others at the Department for “gaming the
25 system” with his military leaves, suggesting that PLAINTIFF’s military service is
26 on some level illegitimate.

27 36. In addition to the harm and damages associated with PLAINTIFF’s
28 probation extension, special assignment denials, forced use of accrued time, and

1 the requirement that PLAINTIFF pick up extra shifts to make up for protected
 2 military leaves of absence, PLAINTIFF lost wages and advancement opportunities
 3 within the Army as a direct result of DEFENDANT's wrongful conduct.
 4 PLAINTIFF lost a \$6,000.00 sign on bonus, a condition of which required a level
 5 of attendance that he was unable to achieve due to DEFENDANT's denials and
 6 dissuasion of his military leaves. Additionally, due to the same, PLAINTIFF has
 7 been at the same rank since 2006 (E-6). PLAINTIFF has been unable to obtain
 8 promotion to the next rank (E-7) due to his inability to get time off to attend the
 9 necessary military school and perform other necessary tasks that would secure a
 10 promotion.

11 V.

12 FIRST CAUSE OF ACTION

13 **VIOLATIONS OF USERRA (38 U.S.C. § 4311 [Retaliation/Discrimination])**

14 **AGAINST ALL DEFENDANTS**

15 37. PLAINTIFF repeats and re-alleges each and every allegation set forth
 16 above, and incorporates the same by reference as though set forth fully herein.
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18 38. USERRA, 38 U.S.C. §§ 4301 *et seq.*, incorporated in its entirety herein
 19 by reference, in 38 U.S.C.A. §4301 sets forth the statutes express intent, "The
 20 purpose of this chapter is (1) to encourage noncareer service in the uniformed
 21 services by eliminating or minimizing the disadvantages to civilian careers and
 22 employment which can result from such service; . . . and (3) to prohibit
 23 discrimination against persons because of their service in the uniformed services."

24 39. 38 U.S.C.A. §4311(a) states, "person who is a member of, applies to be
 25 a member of, performs, has performed, applies to perform, or has an obligation to
 26 perform service in a uniformed service shall not be denied initial employment,
 27 reemployment, retention in employment, promotion, or any benefit of employment
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1 by an employer on the basis of that membership, application for membership,
2 performance of service, application for service, or obligation...”

3 40. 38 U.S.C.A. §4311(b) provides: “An employer may not discriminate in
4 employment against or take any adverse employment action against any person
5 because such person (1) has taken an action to enforce a protection afforded any
6 person under this chapter. . . or (4) has exercised a right provided for in [same].”
7 “An employer violates USERRA if any employee’s membership....service...or
8 obligation for service in the uniformed services is a motivating factor in the
9 employer’s [adverse] action, unless the employer can prove that the action would
10 have been taken in the absence of such membership....service...or obligation for
11 service....” 38 U.S.C.A. §4311(c)(1).

12 41. PLAINTIFF is and was, at all times material herein, a reservist with the
13 United States Army and an employee who was protected under the USERRA from
14 retaliation and discrimination.

15 42. PLAINTIFF’s military service was a motivating factor in Defendants
16 extension of PLAINTIFF’s probation, denial of special assignments and denial of
17 training opportunities.

18 43. DEFENDANT, at all times material herein, was an “employer” as
19 defined by 20 C.F.R. 1002.5(d)(1).

20 44. DEFENDANT, in violation of the USERRA anti-retaliation and anti-
21 discrimination provisions (38 US.C. 4311), retaliated and discriminated against
22 PLAINTIFF because of his military status and ongoing reserve obligations;
23 specifically, DEFENDANT extended PLAINTIFF’s probationary period, denied
24 him a paid special assignment, and denied him training opportunities.

25 45. PLAINTIFF suffered damages legally caused by the DEFENDANT’s
26 acts, including the loss of pay, seniority and special assignments.
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1 46. PLAINTIFF is entitled to reasonable attorney fees, expert fees, and
2 costs, pursuant to 38 U.S.C. 4323, and as otherwise provided by law.

3 47. DEFENDANT's acts, including retaliating and discriminating against
4 PLAINTIFF, alleged herein, were willful, knowing, and intentional retaliation
5 against PLAINTIFF due to his military status and/or continuing reserve obligations,
6 or such acts were taken with a substantial disregard for the matter of whether
7 DEFENDANT's conduct violated USERRA, entitling PLAINTIFF to double
8 damages.

9 **SECOND CAUSE OF ACTION**

10 **VIOLATIONS OF USERRA (38 U.S.C. § 4316(d)**

11 **[Forced Use of Accrued Time]**

12 **AGAINST ALL DEFENDANTS**

13 48. PLAINTIFF repeats and re-alleges each and every allegation set forth
14 above, and incorporates the same by reference as though set forth fully herein.

15 49. **Absence for Military Leave:** 38 U.S.C.A. § 4316(b)(1) states: "[A]
16 person who is absent from a position of employment by reason of service in the
17 uniformed services shall be- (A) deemed to be on furlough or leave of absence while
18 performing such service: and (B) entitled to such other rights and benefits not
19 determined by seniority as are generally provided by the employer of the person to
20 employees having similar seniority, status, and pay who are on furlough or leave of
21 absence under a contract, agreement, policy, practice or plan in effect at the
22 commencement of such services or established while such person performs such
23 service."

24 50. **Forced Use of Leave:** 38 U.S.C.A. § 4316 (d) "Any person whose
25 employment with an employer is interrupted by a period of service in the uniformed
26 services shall be permitted, upon request of that person, to use during such period of
27 service any vacation, annual, or similar leave with pay accrued by the person before
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1 the commencement of such service. No employer may require any such person to
2 use vacation, annual, or similar leave during such period of service.” See also 20
3 CFR §1002.153 (b) (“The employer may not require the employee to use accrued
4 vacation, annual, or similar leave during a period of service in the uniformed
5 services.”).

6 51. PLAINTIFF is and was, at all times material herein, a reservist with the
7 United States Army and an employee who was protected under the USERRA from
8 retaliation and discrimination.

9 52. DEFENDANT at all times material herein was an “employer” as
10 defined by 20 C.F.R. 1002.5(d)(1).

11 53. DEFENDANT, in violation of 38 U.S.C. § 4316(d)(1), required
12 PLAINTIFF to use accrued time while he was on military leave, in violation of
13 USERRA.

14 54. PLAINTIFF suffered damages legally caused by the DEFENDANT’s
15 acts, including the loss of pay and the depletion of his leave banks.

16 55. PLAINTIFF is entitled to reasonable attorney fees, expert fees, and
17 costs, pursuant to 38 U.S.C. 4323, and as otherwise provided by law.

18 56. DEFENDANT’s acts as described above were undertaken willfully and
19 in knowing violation of its obligations under USERRA, or such acts were taken with
20 a substantial disregard for the matter of whether DEFENDANT’s conduct violated
21 USERRA, entitling PLAINTIFF to double damages.
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THIRD CAUSE OF ACTION

VIOLATIONS OF USERRA (38 U.S.C. § 4302, 4311, 4316

**[Unlawful Denial and Dissuasion of Military Leave / Unlawful Prerequisites
Implemented])**

AGAINST ALL DEFENDANTS

57. PLAINTIFF repeats and re-alleges each and every allegation set forth above, and incorporates the same by reference as though set forth fully herein.

58. **Denial of Benefits:** 38 U.S.C.A § 4311(c)(1)(a) provides that “A person who is a member of, applies to be a member of, performs, has performed, applies to perform, or has an obligation to perform service in a uniformed service shall not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment by an employer on the basis of that membership, application for membership, performance of service, application for service, or obligation”.....

59. 38 U.S.C.A §4303(2) also provides: “The term 'benefit', 'benefit of employment', or 'rights and benefits' means any advantage, profit, privilege, gain, status, account, or interest (other than wages or salary for work performed) that accrues by reason of an employment contract or agreement or an employer policy, plan, or practice and includes rights and benefits under a pension plan, a health plan, an employee stock ownership plan, insurance coverage and awards, bonuses, severance pay, supplemental unemployment benefits, vacations, and the opportunity to select work hours or location of employment”.

60. **Absence for Military Leave:** 38 U.S.C.A. § 4316(b)(1) states: [A] person who is absent from a position of employment by reason of service in the uniformed services shall be- (A) deemed to be on furlough or leave of absence while performing such service: and (B) entitled to such other rights and benefits not

1 determined by seniority as are generally provided by the employer of the person to
2 employees having similar seniority, status, and pay who are on furlough or leave of
3 absence under a contract, agreement, policy, practice or plan in effect at the
4 commencement of such services or established while such person performs such
5 service.

6 61. Title 38 U.S.C. § 4302(b) provides: This chapter supersedes any State
7 law (including any local law or ordinance), contract, agreement, policy, plan,
8 practice, or other matter that reduces, limits, or eliminates in any manner any right
9 or benefit provided by this chapter, including the establishment of additional
10 prerequisites to the exercise of any such right or the receipt of any such benefit.

11 62. PLAINTIFF is and was, at all times material herein, a reservist with the
12 United States Army and an employee who was protected under the USERRA from
13 retaliation and discrimination.

14 63. DEFENDANT, at all times material herein, was an “employer” as
15 defined by 20 C.F.R. 1002.5(d)(1).

16 64. DEFENDANT, in violation of 38 U.S.C. §§ 4316, 4302, and 4311
17 required PLAINTIFF to work additional hours during pay periods in which he took
18 protected military leave, while DEFENDANT did not require persons on other non-
19 military protected leaves to do so. DEFENDANT denied PLAINTIFF of a benefit
20 of employment on account of his military service, and subjected PLAINTIFF to
21 additional prerequisites to the exercise of his rights under USERRA, thereby chilling
22 and dissuading his use of protected leave. DEFENDANT further wrongfully chilled
23 and dissuaded and prevented PLAINTIFF’s use of protected leave by requiring
24 PLAINTIFF to find coverage before allowing him to take military leave.

25 65. PLAINTIFF suffered damages legally caused by the DEFENDANT’s
26 acts, including the loss of pay and the depletion of his leave banks, and damages
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suffered by way of his military absences, including loss of military pay, benefits, promotions, and bonuses.

66. PLAINTIFF is entitled to reasonable attorney fees, expert fees, and costs, pursuant to 38 U.S.C. 4323, and as otherwise provided by law.

67. DEFENDANT's acts as described above were undertaken willfully knowingly in violation of its obligations under USERRA, or such acts were taken with a substantial disregard for the matter of whether DEFENDANT's conduct violated USERRA, entitling PLAINTIFF to double damages.

VI. PRAYER

WHEREFORE, PLAINTIFFS pray:

1. For general, compensatory (including present and future lost wages and benefits), and liquidated damages for willfulness, as well as other damages according to proof, that were directly or proximately caused by DEFENDANT's USERRA violations;
2. For costs of suit incurred herein;
3. For attorneys' fees under 38 U.S.C. § 4323 et seq. or as otherwise allowed by law;
4. For an award of interest, including prejudgment interest, at the legal rate, as allowed by law; and
5. For injunctive and equitable relief ordering DEFENDANT to:
 - a. Cease and desist its unlawful conduct, policies and practices;
 - b. Correct PLAINTIFF's seniority and payrate to reflect the payrate and seniority he would have obtained absent the unlawful probation extension;
 - c. Promote PLAINTIFF to the gang unit assignment with retroactive seniority and benefits;

1 d. Expunge any negative personnel documents provided by
2 DEFENDANT relating to the adverse actions that are the subject
3 of this lawsuit;

4 e. And take any and all necessary and reasonable steps to remove the
5 stigma and negative perception of PLAINTIFF created by
6 DEFENDANT's illegal conduct and false comments made to
7 others about PLAINTIFF inside and outside the organization.

8 6. For any and all other appropriate relief the Court deems necessary.
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11 Dated: April 21, 2017.

Respectfully Submitted,

12 CASTILLO HARPER APC

13 By: s/Joseph N. Bolander

14 Joseph N. Bolander, Esq.

15 Brandi L. Harper, Esq.

16 Attorneys for PLAINTIFF

17 BRENTON BULRICE
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DEMAND FOR TRIAL BY JURY

PLAINTIFFS hereby demands a jury trial under the Federal Rules of Civil Procedure Rule 38 and Central District Local California Rule 38.

Dated: April 21, 2017.

Respectfully Submitted,

CASTILLO HARPER APC

By: s/Joseph N. Bolander

Joseph N. Bolander, Esq.

Brandi L. Harper, Esq.

Attorney for PLAINTIFF

BRENTON BULRICE